

ASSISTANCE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

1. AGREEMENT NO.
HA-A01-0004

2. TASK ORDER NO.

3. TYPE OF AGREEMENT (*Check one*)
☒ GRANT
☐ COOPERATIVE AGREEMENT

4. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER

Roger Sharp
Bureau of Land Management
P.O. Box 2965
Portland, Oregon 97208
503-952-6220

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT

Marc Kelley
Foundation for Voluntary Land Exchanges
4035 SW Canyon Road.
Portland, OR 97224
503-274-2855

6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE

Patrick H. Geehan
Bureau of Land Management
P.O. Box 2965
Portland, Oregon 97208
503-952-6445

7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S OPERATIONS MANAGER

Foundation for Voluntary Land Exchanges
Robert E. Gill
53195 Columbia River Hwy
Scappoose, Oregon 97056
Telephone 503-543-4196

8. PROGRAM STATUTORY AUTHORITY Federal Land Policy and
Management Act of 1976 (FLPMA)

9. STARTING DATE Date set forth in block 17c.

10. EFFECTIVE DATE Date set forth in block 17c.

11. COMPLETION DATE December 31, 2004

12. TYPE OF RECIPIENT (*Check one*)

- ☒ STATE
☒ LOCAL GOVERNMENT
☒ INDIAN TRIBAL GOVERNMENT
☒ EDUCATIONAL INSTITUTION
☒ INDIVIDUAL
☒ FOR-PROFIT ORGANIZATION
☐ NON-PROFIT ORGANIZATION
☒ OTHER (SPECIFY) _____

13. FUNDING INFORMATION

	Recipient	BLM
This obligation	\$ _____	\$ <u>4,290,540.00</u>
Previous obligation	\$ _____	\$ _____
Total obligation	\$ _____	\$ <u>4,290,540.00</u>
Share Ratio	_____ %	<u>100 %</u>

14. ACCOUNTING AND APPROPRIATION DATA

OR100-3150DT 252Z \$4,290,540.00

15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES For development of a land use plan amendment for Bureau of Land Management and Forest Service Lands in the Lower Umpqua Basin, including an Environmental Impact Statement (EIS) covering such plan amendment. A multi resource land allocation model and data for input to the model, a Biological assessment under the Endangered Species Act and a Habitat conservation Plan (HCP) under the Endangered Species Act.

16a. NAME AND TITLE OF SIGNER (*Type or print*)

Marc Kelley

17a. NAME AND TITLE OF ASSISTANCE ORDERING OFFICER (*Type or print*)

Roger A. Sharp

16b. RECIPIENT

16c. DATE SIGNED

17b. UNITED STATES OF AMERICA

17c. DATE SIGNED

BY _____
(Signature of Assistance Officer)

(Authorized Signature)

I. Statement of Joint Objectives

A. Purpose. This cooperative agreement is made and entered into by the Department of the Interior, Bureau of Land Management, Oregon State Office (BLM), and the Foundation for Voluntary Land Exchanges (Foundation) for the purpose of complying with the FY2001 Department of the Interior Appropriation Act, Section 349(a) of Public Law 106-291, which appropriates \$4.3 million that shall be available to the Foundation, working in conjunction with the BLM as the lead Federal agency, to complete a Final Land Ownership Adjustment Plan (Plan) for the lower Umpqua Basin. This agreement is for development of a land use plan amendment for BLM and Forest Service lands in the Lower Umpqua Basin, including an environmental impact statement (EIS) covering such plan amendment. Also included are acquisition of data for input to the multi-resource land allocation model, biological assessments under the Endangered Species Act (ESA) and habitat conservation plans (HCP) under the ESA.

B. Objective. The objective is to provide the Foundation financial resources to complete the plan and related items, as directed by Congress.

C. Authorities. Section 349(a) of Public Law 106-291 and Federal Land Policy and Management Act of 1976 (FLPMA) (Public Law 94-579, Section 307 (b)).

D. Benefits. The possible benefits of this agreement are to improve the ecological health and provide for endangered and other significant species protection in the lower Umpqua Basin and the economic well-being of its communities. The Plan developed under this agreement may improve land management and planning and species protection, and may at the same time allow increased timber production under the standards and guidelines of the Northwest Forest Plan.

II. Definitions.

A. Agreement: This cooperative agreement.

B. Assistance Officer (AO): The BLM'S Assistance Officer. The AO is the only individual authorized to obligate funds, award, modify or terminate the agreement. The AO is responsible for monitoring the agreement for compliance, enforcing the agreement provisions, issuing timely performance and payment approvals, terminating the agreement and closing out the agreement.

C. Assistance Representative (AR): The BLM's Assistance Representative. The AR will be designated for the purpose of administering the technical aspect of the agreement. The AR is authorized to clarify technical requirements, and to review and approve work that is clearly within the scope of the work specified in this agreement. The AR is not authorized to issue changes or in any other way modify this agreement.

D. BLM: The Bureau of Land Management. May also be referred to as Bureau.

E. CFR: The Code of Federal Regulations.

F. Computer software: As used in this agreement, means computer programs, computer data bases, and documentation thereof.

G. Data: As used in this agreement means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

H. Executable Code: Source code that has been compiled into machine instructions that a computer can execute.

I. Forest Service: Means the United States Forest Service.

J. Form, fit, and function: Means executable computer software and data identifying functional characteristics, performance requirements and flow charts of the software, but specifically excluding source code.

K. FY: Fiscal Year. The Federal fiscal year that extends from October 1 of one year through September 30 of the following year.

L. Foundation: The Foundation for Voluntary Land Exchanges (Foundation), an Oregon Corporation, incorporated as a not-for-profit organization. May also be referred to as Recipient.

M. HCP: Habitat conservation plan, developed under the Endangered Species Act and regulations of the US Fish and Wildlife Service and the National Marine Fisheries Service.

N. Multi-Resource Land Allocation Model (the Model): That computer software, computer data bases, and documentation thereof, including the mapping rules, source codes and executable codes, that were developed by the Foundation prior to this agreement to facilitate a land exchange in the Umpqua Basin and that are commercial or financial and are confidential or privileged; including modifications of such computer software.

O. Not-to-Exceed (NTE) Amount: The maximum Federal funding amount, i.e. \$4,290,540.

P. OMB: The Office of Management and Budget.

Q. Operations Manager: The Recipient's Operations Manager.

R. Plan: A Final Land Ownership adjustment plan for the lower Umpqua River Basin. The Plan will be modifications of existing land and resource management plans of the BLM and US Forest Service for parts of the BLM Eugene, Roseburg, and Coos Bay Districts, and part of the Siuslaw National Forest.

S. Project Inspector (PI): The BLM project inspector. BLM's designated employee responsible for providing the Foundation representative any special instructions, guidance or training necessary to complete or perform the work. The PI is not authorized to issue changes or in any way modify the agreement.

T. Responsible Official: The Recipient's Responsible Official. The responsible Official is the individual who is authorized to act for the Recipient's organization and commit the Recipient to compliance with the terms and conditions of this agreement.

U. Source code: In a high-level programming language, (e.g., Visual Basic, Java, C++) the program as people write and read it, before the program has been compiled or interpreted into machine instructions that the computer can execute.

V. Validation: Verify with a reasonable degree of certainty the accuracy of the data input into the Model. Validation may include statistical analysis of estimates and errors in estimates.

III. Project Management Plan.

A. The Foundation agrees to:

1. Be the recipient of federal funds specifically appropriated for development of the Plan, EIS, HCP, and biological assessments. None of the funds obligated under this agreement shall be expended for development of the model or related computer software.
2. Spend the agreement funds for the purpose specified in Section 349(a) of Public Law 106-291:
 - a. For compiling publicly available data for input to the model, and to run the model against alternative land ownership patterns during the preparation of the draft and final EIS.
 - b. For preparation of draft and final EIS (by 12/31/02) on alternative land ownership patterns, including any necessary amendments or revisions of BLM or Forest Service land management plans.
 - c. For preparation of draft HCP (by 12/31/02) and final HCP (by 06/15/2003).
 - d. For preparation of a biological assessment(s) of the preferred alternative.
 - e. Prepare items a-d according to Federal standards for these items, as further specified in BLM, Forest Service, Fish and Wildlife Service, and National Marine Fisheries Service manuals, handbooks, and memoranda, to be provided by the Authorized Representative and/or the Project Inspectors.
3. Provide BLM with a full accounting of the use of the funds annually after the effective date of the agreement. Financial status reports shall be submitted on SF 269-A, Financial Status Report (Short Form).

4. Transfer amounts to BLM to cover direct costs of BLM project management, as well as to include the 15% administrative overhead limit authorized by Section 349(a) of Public Law 106-291.

81 work months @ \$6800 + 15% overhead	= \$633,000
Printing:	= \$ 60,000
Total:	= \$693,000

This amount is to be reviewed annually by BLM and the Foundation and appropriate adjustments made.

5. Provide the BLM a nonexclusive, irrevocable, worldwide limited license to use the Multi-Resource Land Allocation Model (the Model) to complete a final land ownership plan for the Coast Range Umpqua River Basin as provided by Section 349(c) of Public Law 106-291. The Model may not be used, reproduced, or disclosed by the BLM except as expressly provided in III.A.6 below.

6. Furnish the BLM a copy of the mapping rules and executable codes of the Model. This computer software may only be used or copied for use at any Federal, State, or local government installation to accomplish the purposes and objectives of this agreement.

The Foundation will also furnish the BLM with the appropriate form, fit and function data in lieu of the source codes for the Model, because the source codes contain proprietary and trade secret information that the Foundation cannot legally disclose to any third party including the BLM.

Except as expressly provided above, the Model may not be published or disclosed without the prior written consent of the Foundation. The Foundation may mark the Model with the following notice:

Restricted Rights Notice: Use and reproduction is subject to restrictions set forth in this agreement; publication or disclosure is strictly prohibited without the prior written consent of the Foundation.

B. The BLM agrees to:

1. Transfer \$4,290,540 to the Foundation.
2. Provide guidance to the Foundation on policies and procedures for land use planning, NEPA compliance, and ESA compliance.
3. Identify by March 31, 2001, those lands or interests in land that merit emergency acquisition by the United States due to critical environmental values or possibility of imminent development. For lands or interests in lands so identified, the BLM, in cooperation with the Foundation, shall arrange with landowners to complete appraisals and purchase clearances required by law so that the BLM may thereafter consummate purchases as soon as such funds as necessary are appropriated by the Congress.

4. Timely review and comment on the model and data inputs.
5. Identify the alternatives to be analyzed in the EIS, including the preferred alternative.
6. Timely review and comment on preliminary draft and final EIS components.
7. Coordinate contacts with the U.S. Fish and Wildlife Service and the National Marine Fisheries Service for their preparation of biological opinions on the preferred alternative.
8. Provide administration of applicable provisions of this agreement.
9. Protect any trade secrets and business confidential information obtained from the landowners or the Foundation as required by the applicable provisions of the Freedom of Information Act and the Trade Secrets Act.
10. Preserve the rights developed under this agreement to insure that the model is used exclusively for Federal purposes.

C. Jointly, the parties to this agreement agree to:

1. Develop and periodically review a detailed project plan that specifies which party is expected to accomplish what detailed component parts and tasks of the model, data input to the model, EIS, Federal Land Management Plan Amendment, biological assessment, habitat conservation plan, and a schedule for these component parts and tasks, along with estimates of resources needed to accomplish these component parts and tasks.
2. No later than March 31, 2002, the parties shall submit to the Committee on resources of the U. S. House of Representatives, Committee on Energy and Natural Resources of the United States Senate, and the House and Senate Committees on Appropriations, a joint report summarizing the Plan and the land exchanges or purchases identified to implement the Plan, and outlining: (1) any Fiscal Year 2003 funding needed for land purchases; (2) any recommendations for actions to expedite or facilitate the specific land exchanges or purchases identified to implement the plan or the HCP; and (3) an action Plan for making the Model publicly available for additional land exchanges or other purposes upon completion of the exchanges.
3. Cooperate and communicate throughout the term of this agreement. With respect to the documents listed above, and the analyses and decisions they embody, the Foundation recognizes that the authority to decide the final content of agency documents and make final decisions lies with the Secretaries of Interior, Agriculture, and Commerce and appropriate officials with delegated authority of the Secretaries.
4. The first body of work by the Foundation being the design of a data validation process acceptable to both the BLM and the Foundation.
5. Cooperate to insure that the model and input and output data are publicly available for the Federal purpose of completing the plan. The parties agree that the model will not be the sole analysis tool for completing the plan.

IV. Term of Agreement. This agreement shall become effective on the date of signature of the BLM Assistance Officer and shall remain in effect thru December 31, 2004, unless terminated in accordance with the provisions of 43 CFR Subpart F, Section 12.961.

V. Financial Support. \$4,290,540 represents the NTE amount for which the BLM will be responsible under the terms of this agreement. The BLM shall not be obligated to pay for nor shall the Foundation be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount.

VI. Payments.

A. Electronic Funds Transfer Payments

1. Payment under this agreement will be made by the BLM by electronic funds transfer (through the Treasury FEDLINE Payment System (FEDLINE) or the Automated Clearing House (ACH)).

2. After award, but no later than 14 days before an invoice or agreement financing request is submitted, the Recipient shall designate a financial institution for receipt of electronic funds transfer payments (SF-3881), and shall submit this designation to the following address:

Bureau of Land Management
National Business Center, BC-630
Denver Federal Center, Bldg. 50
PO Box 25047
Denver, CO 80225-0047

B. The provisions of 43 CFR Subpart F, Section 12.922 and 12.952, shall govern payments.

VII. Property Management and Disposition. Any BLM property used or other property acquired under this agreement, including intangible property such as copyrights and patents shall be governed by the provisions of 43 CFR, Subpart F, Section 12.930 through 12.937.

VIII. Deliverables and Reports. Submit one copy of an annual performance report to the Assistance Representative within 90 days after the end of the FY. The performance report must be prepared in accordance with 43 CFR, Subpart F, Section 12.951, and address items such as a comparison of actual accomplishments with established goals, reasons why goals may not have been met, cost overruns and any other pertinent information.

IX. Key Officials.

A. Assistance Officer (AO)

Roger Sharp
Bureau of Land Management
Oregon State Office
P.O. Box 2965
Portland, OR 97208

Telephone Number 503-952-6220

B. Assistance Representative (AR)

Patrick H. Geehan
Bureau of Land Management
Oregon State Office
P.O. Box 2965
Portland, OR 97208
Telephone Number 503-952-6445

C. Project Inspectors (PI)

Duane Dippon
Bureau of Land Management
Oregon State Office
P.O. Box 2965
Portland, OR 97208
Telephone Number 503-952-6014

Eric Stone
Bureau of Land Management
Oregon State Office
P.O. Box 2965
Portland, OR 97208
Telephone Number 503-952-6087

Bob Gunther
Bureau of Land Management
Coos Bay District Office
1300 Airport Lane
North Bend, OR 97459-2000
Telephone Number 541-756-0100

D. Responsible Official

Marc Kelley
Foundation for Voluntary Land Exchanges
4035 SW Canyon Road
Portland, Oregon 97224
Telephone Number 503-274-2855

E. Operations Manager

Robert E. Gill
53195 Columbia River Hwy
Scappoose, Oregon 97056
Telephone 503-543-4196

X. Special Terms and Conditions.

A. Order of Precedence: Any inconsistency in this agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) requirements of the applicable OMB Circulars and Treasury regulations; (c) 43 CFR Part 12; (d) special terms and conditions; and (e) all Agreement sections, documents, exhibits, and attachments.

B. Modifications: This agreement may be modified by written agreement signed by both a Foundation responsible official and the Assistance Officer. Administrative changes (e.g. AO name change) that do not change the project management plan, NTE amount, etc. or otherwise affect the recipient may be signed unilaterally by the AO.

C. Procurement Procedures: It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its agreements and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

D. Deposit of Publications: Two (2) copies of each applicable publication produced under this agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C. Street, N.W.
Washington, D.C. 20240

XI. General Provisions.

A. National Policy Requirements and Administrative Management Standards. All applicable national policy requirements and administrative management standards as set forth in the Office of Management and Budget, Financial Management Division, Directory of Policy Requirements and Administrative Standards for Federal Aid Programs are incorporated by reference.

B. 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs are incorporated by reference.

C. OMB Circular A-122, Cost Principles for Nonprofit Organizations is incorporated by reference.

D. 43 Code of Federal Regulations (CFR) Part 12, Appendix A to Subpart D, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction and completed Form DI-2010 are incorporated by reference.

E. 43 CFR Part 12, Appendix C to Subpart D, Certification Regarding Drug-Free Workplace Requirements, Alternate I (Grantees other than individuals) and completed Form DI-2010 are incorporated by reference.

F. 31 U.S.C. 1352, Certification Regarding Lobbying and completed Form DI-2010 are incorporated by reference.

G. Single Audit Act Amendments of 1996, Public Law 104-156, 110 Stat. 1396, 31 U.S.C. 750 1-7 AND 43 CFR, Part 12, is incorporated by reference.

H. Compliance with Buy America Act. Pursuant to Sec. 307 of the Department of the Interior and Related Agencies Appropriations Act of 2000, Public Law 106-113, be advised of the following:

1. None of the funds made available in this agreement may be expended by a recipient unless the recipient agrees that in expending the funds the recipient will comply with sections 2 through 4 of the Act of March 3, 1933 (41 U.S.C. 10a-10c; popularly known as the "Buy American Act").

2. Purchase of American-made equipment and products. In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

3. Recipient also agrees to follow the procedures in 43 CFR Part 12, Subpart E, Section 12.700 - Buy American Requirements for Assistance Programs.

I. Opposition to Any Legislation. Recipient shall not use any part of the Government's funds for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

J. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a subaward to and subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal Government.

K. Increasing Seat Belt Use in the United States Provision. Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form for certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

CHECK__IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

CHECK__IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DI-2010
June 1995
(This form replaces DI-1953,
DI-1954, DI-1955, DI-1956
and DI-1963)

PART C: Certification Regarding Drug-Free Workplace Requirements*CHECK__IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.*

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check__if there are workplaces on file that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements*CHECK__IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.*

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

DI-2010
 June 1995
 (This form replaces DI-1953, DI-1954,
 DI-1955, DI-1956 and DI-1963)

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

*CHECK IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND
THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT;
SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.*

*CHECK IF CERTIFICATION IS FOR THE AWARD OF A FEDERAL
LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR
SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE